

**OHIO DEPARTMENT OF HUMAN SERVICES
AND
OHIO DEPARTMENT OF MENTAL HEALTH
AND
OHIO DEPARTMENT OF ALCOHOL AND
DRUG ADDICTION SERVICES**

INTERAGENCY AGREEMENT

A-98-07-463

**I.
PURPOSE**

This agreement is entered into by the Ohio Department of Human Services (hereinafter "**ODHS**"), the Ohio Department of Mental Health (hereinafter "**ODMH**") and the Ohio Department of Alcohol and Drug Addiction Services (hereinafter "**ODADAS**") for the purpose of developing strategies for managing the Medicaid behavioral health services, including responsibility that ODHS may transfer to **ODMH** and **ODADAS**. **ODMH** and **ODADAS** also are to establish an eligibility verification system which will be part of a claims and encounter reporting system for managing behavioral health care services. The recipients to be served are Medicaid-covered persons, including OWF, Healthy Start, ABD and AFC placement populations. This agreement is entered into in order to implement the provisions of ORC Section 5111.02 and Section 1902a11 of the Social Security Act.

**II.
DEFINITIONS**

- ABD** - Aged, Blind and Disabled is one of the eligibility requirements for Medicaid.
- AFC** - This refers to those foster care recipients placed in out-of-home placement arrangements.
- Departments** - This means **ODMH** and **ODADAS**.
- FFP** - This means Federal Financial Participation for a state expenditure.
- FFS** - This refers to those physical health care providers in the **ODHS** Medicaid fee-for-service system.
- HCFA** - This is the federal Health Care Financing Administration.
- Healthy Start** - This is one of the ADC-Related federal categories used to identify Medicaid eligibility.
- HMOs** - These are the health maintenance organizations currently providing health care to Ohio's TANF-Related and Healthy Start recipients in mandatory and voluntary managed care counties.
- MACSIS** - The Multi-Agency Community Services Information System will serve as the electronic claims and encounter reporting system.
- ODADAS** - Ohio Department of Alcohol and Drug Addiction Services.
- ODMH** - Ohio Department of Mental Health.

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OWF- Ohio Works First replaces Aid to Dependent Children.

III.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES

- A. **ODHS** will work with **ODMH** and **ODADAS** to assist them in their development of strategies for managing Medicaid behavioral health services, including responsibility that **ODHS** may transfer to them, upon HCFA approval and the resolution of any court-imposed requirements. Strategies may include implementation of an RFP vendor selection process.
- B. **ODHS** shall provide staff assistance and information to the Departments to assist them in their establishment of an eligibility verification system which will be part of a claims and encounter reporting system (MACSIS) for managing these behavioral health care services.
- C. **ODHS** shall work with HMOs and FFS providers to ensure that behavioral health and physical health care is coordinated with Mental Health, Alcohol Drug Addiction and Mental Health, and Alcohol and Drug Addiction Services Boards and other stakeholders.
- D. **ODHS** shall provide oversight of the behavioral health care transfer services activity to ensure adherence to all applicable federal and state Medicaid requirements. Nothing in this agreement abrogates **ODHS'** responsibility as the single state Medicaid agency.

IV.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF MENTAL HEALTH AND THE OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES

- A. **ODMH** and **ODADAS** shall develop strategies for managing Medicaid behavioral health services, including responsibility that **ODHS** may transfer to the Departments which may include but is not limited to awarding an RFP to a vendor(s) to manage that responsibility.
- B. **ODMH** and **ODADAS** shall work with the Mental Health, Alcohol Drug Addiction and Mental Health, and Alcohol Drug Addiction Services Boards to ensure that behavioral health and physical health care and services delivery is coordinated with HMOs, HMO and FFS physical health providers and other stakeholders.
- C. **ODMH** and **ODADAS** shall establish MACSIS, a claims and encounter reporting system including Medicaid eligibility verification which supports the management of the service responsibility transferred to both departments.
 - Insure the integrity of the claims payment and encounter reporting system.
 - Administrative costs allowed by HCFA will be reimbursed at the prevailing federal financial participation rate.
 - The Office of Management and Budget Circular A-87 will be used for determining reasonable costs.

V.

COMPENSATION

- A. **ODHS** agrees to reimburse **ODMH** and **ODADAS**, upon proper invoicing and preparation of an Intra-State Transfer Voucher, the administrative rate of FFP for services provided including reimbursement for the implementation and operation of MACSIS (Multi-Agency Community Services Information System). Total amount of reimbursement for all administrative Medicaid expenditures shall not exceed:
 - **ODMH** \$2.5 million for FY 98

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- **ODADAS** \$1.0 million for FY 99
 \$.5 million for FY 98
 \$1.0 million for FY 99

Such reimbursement shall occur after receipt of FFP from HCFA by **ODHS**

ODMH and **ODADAS** may bill for administrative costs incurred in the administration of this program if the following conditions are met:

- Only direct costs can be claimed for full-time employees and/or for costs claimed under contract.
 - Prior federal approval is obtained for indirect costs claimed under the contract including data processing expenses associated with the processing of claims submitted for participating mental health and alcohol and other drug addiction programs in accordance with federal regulations and MMIS requirements.
 - Sufficient documentation must be submitted to **ODHS** with the billing to justify the amount.
- B.** Payments for any and all services provided pursuant to this agreement are contingent upon the availability of state and federal funds under the Medicaid program. If the Ohio General Assembly, the federal government, or any other source at any time disapproves or ceases to continue funding **ODHS** for payments due hereunder, this agreement is terminated as of the date funding expires without notice or further obligation of **ODHS** except that **ODHS** will subsequent to termination provide written notice in accordance with Article VI, paragraph B.2.
- C.** All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.
- D.** All obligations in this agreement are further subject to approval by Health Care Financing Administration (HCFA); if **ODHS** receives notice that the agreement is not approved, both parties agree to work diligently to comply with HCFA requirements. If not able to meet them, then **ODHS** may terminate this agreement.

VI. GENERAL PROVISIONS

A. Effective Dates

This agreement will become effective on July 1, 1997 or upon execution, whichever occurs later, and will remain in effect until June 30, 1999, subject to the cancellation provisions contained in this agreement.

B. Termination by Notice

1. This agreement may be terminated by either party upon 30 days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the following persons: if **ODMH and ODADAS** is terminating the agreement, to Director, Ohio Department of Human Services, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43266-0423; or, if **ODHS** intends to terminate the agreement, to Director, Ohio Department of Mental Health, 30 East Broad Street, 11th Floor, Columbus, Ohio 43266-0414 and Director, Ohio Department Alcohol and Drug Addiction Services, 280 North High Street, 12th Floor, Columbus, Ohio 43215-2537.
2. This agreement may be terminated immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event termination is pursuant to this paragraph B.2., a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in Article VI., paragraph B.1.

C. Breach and Default

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Upon breach or default of any of the provisions, obligations, or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

D. Amendments

This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the directors of the agencies. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.

E. Equal Employment Opportunity

In carrying out this Agreement, **ODMH** and **ODADAS** shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The **ODMH** and **ODADAS** shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

The **ODMH** and **ODADAS** agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the **ODMH** and **ODADAS** comply with all applicable federal and state non-discrimination laws. The **ODMH** and **ODADAS** shall, in all solicitations or advertisements for employees placed by or on behalf of the **ODMH** and **ODADAS**, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, Vietnam-era veteran status, disability or age. The **ODMH** and **ODADAS** shall incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Confidentiality of Information

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this agreement. **ODMH** and **ODADAS** specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this agreement is funded. **ODMH** and **ODADAS** are responsible for obtaining copies of all **ODHS** rules governing confidentiality and for assuring compliance with the rules by employees and contractors of **ODMH** and **ODADAS**.

G. Compliance with Federal and State Laws, Rules and Regulations

ODMH and **ODADAS** agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this agreement.

H. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

I. Records Retention

All records relating to costs, work performed and supporting documentation for invoices submitted to **ODHS**.

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by ODMH and ODADAS along with copies of all deliverables submitted to ODHS pursuant to this agreement shall be retained and made available by ODMH and ODADAS for audit by the State of Ohio (including, but not limited to ODHS, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of six years after final payment under this agreement. If an audit is initiated during this time period, ODMH and ODADAS shall retain such records until the audit is concluded and all issues resolved.

J. Audit Exceptions

1. ODHS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to federal or ODHS funding of the Agreement. ODHS shall timely notify ODMH and ODADAS of any adverse findings which allegedly are the fault of ODMH and ODADAS. Upon receipt of notification by ODHS, ODMH and ODADAS shall fully cooperate with ODHS and timely prepare and send to ODHS its written response to the audit exception.
2. ODMH and ODADAS shall be liable for any audit exception that results solely from their acts or omissions in the performance of this agreement. ODHS shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. In the event that the audit exception result from the acts or omissions of both ODHS and ODMH and ODADAS, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault. In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination which allocates financial liability.
3. For the purpose of this section, the term "audit exception", shall include federal disallowances and deferrals.

K. Liability Requirements (other than audit)

To the extent allowable by law, agency agrees to hold the other agency(ies) harmless from liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this agreement. However, in the event that an agency is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless.

L. Resolution of Disputes

The agencies agree that the directors of the agencies shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this agreement. In the event the directors cannot agree to an appropriate resolution to the disputes they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

M. Child Support Enforcement

ODMH and ODADAS agree to cooperate with ODHS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of ODMH and ODADAS meet child support obligations established under state law. Further, by executing this agreement, ODMH and ODADAS certify present and future compliance with any court order for the withholding of support which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

N. Drug-Free Workplace

By executing this agreement, ODMH and ODADAS certify and affirm that, as applicable to the ODMH and ODADAS, any subcontractor and/or independent contractor, including all field staff associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The ODMH and

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ODADAS shall make a good faith effort to ensure that all ODMH and ODADAS employees, while working on State, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.


O. Public Assistance Work Program Participants


By executing this agreement, ODMH and ODADAS agrees to cooperate with ODHS and each County Department of Human Services in providing employment and other work opportunities for recipients of assistance under Chapter 5107 of the Revised Code and recipients of food stamps who are required by law to obtain employment or participate in a work program activity.


P. Entirety of Agreement

All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by all parties.

APPROVED BY:


ARNOLD R. TOMPKINS
Director
Ohio Department of Human Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43266-0423


MICHAEL F. HOGAN, Ph. D.
Director
Ohio Department of Mental Health
30 East Broad Street, 11th Floor
Columbus, Ohio 43266-0414


LUCILLE FLEMING
Director
Ohio Department of Alcohol
and Drug Addiction Services
280 North High Street, 12th Floor
Columbus, Ohio 43215-2537

DATE: 12/17/97

DATE: 12/18/97

DATE: 12/10/97

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